

EXHIBIT 1

PUBLICATION AGREEMENT

HENRY S. HARRISON (herein referred to as the "AUTHOR") shall deliver to REALTORS NATIONAL MARKETING INSTITUTE of the NATIONAL ASSOCIATION OF REALTORS, a not-for-profit corporation of the State of Illinois, having a place of business at 430 N. Michigan Ave., Chicago, Illinois 60611, (the "PUBLISHER") a Work entitled "Houses" (the "Work"), and the PUBLISHER shall publish the Work in accordance with and subject to the provisions of this AGREEMENT made this 1st day of May, 1991 between the AUTHORS and the PUBLISHER.

1. Delivery of the Work The AUTHOR shall deliver to the PUBLISHER, not later than July 1, 1991 three (3) final copies of the Work, satisfactory to the PUBLISHER in content, in double spaced typewritten form on 8 1/2 by 11 inch sheets, or as may otherwise be specified by the PUBLISHER (see addendum, section A), ready for publication, and precise pencil sketches or photographs for all illustrations and charts, figure legends, a foreword, preface, table of contents, index, appendixes, glossary of terms, and bibliography, if any, that the Publisher considers necessary to market the Work successfully. If, in the PUBLISHER'S sole discretion, additional revisions to the Work delivered in accordance with the first sentence of this paragraph 1 are deemed necessary, the AUTHOR agrees to make such revisions and deliver the Work in final revised form, satisfactory to the PUBLISHER in form and content as provided above within sixty (60) days of the PUBLISHER'S request. If the AUTHOR fails to supply any of these constituents of the Work, the PUBLISHER may have them made and charge the expense of making them against the AUTHOR's royalties hereunder.

2. Editorial The Work shall be subject to editing and alteration by the PUBLISHER at the original printing and at any reprinting. PUBLISHER shall have the right to make or to have made, if the PUBLISHER so chooses, such changes or deletions as may be reasonably necessary, in the opinion of the PUBLISHER, to render the Work fit and acceptable for printing, publication, sale, or commercialization. AUTHOR has the right to approve all editorial corrections, additions and deletions. The making or non-making of any such changes or deletions shall not in any way modify or alter the rights and obligations of the PUBLISHER and of the AUTHOR as specified in this Agreement. Expense of the AUTHOR's proof correction exceeding fifteen percent (15 %) of the cost of composition shall be charged against the AUTHOR's earnings hereunder. The PUBLISHER shall have the right in its discretion to add additional supplementary materials to the Work, and the AUTHOR shall not thereby acquire any right, title or interest therein.

3. The Grant The AUTHOR grants, assigns, and transfers to the PUBLISHER all right, title and interest in and to the Work, together with all copyrights thereto, registered or unregistered, now or hereafter existing, and the sole and exclusive worldwide rights to print, publish, sell and commercialize the Work during the full term of copyright, in all forms, in all languages, and in all media throughout the world, including the right to dispose of such rights, and further including any other rights related to the Work in any way. Such work shall be deemed "work made for hire" within the meaning of the United States Copyright Act. The AUTHOR agrees to execute and deliver to the PUBLISHER, promptly on request, any documents which PUBLISHER may reasonably request to enable or assist PUBLISHER to obtain and protect copyrights and similar rights. The AUTHOR agrees not to publish, print, commercialize or sell the Work in any form whatsoever or to authorize any third party to do so, except as expressly provided in this Agreement, it being understood that all such rights belong to the PUBLISHER. The AUTHOR further agrees not to prepare or assist in the preparation of any work of a similar character or on the same general subject, which the PUBLISHER reasonably believes will interfere with sale of the Work in any form, without the express written consent of the PUBLISHER. The AUTHOR further grants the PUBLISHER the right to use and authorize the use of the name, likeness and photograph of the AUTHOR in connection with the promotion or sale of the Work in all countries and in all media.

4. Third Parties The AUTHOR shall obtain, at AUTHOR's expense, and furnish to the PUBLISHER, the written permission of every third person whose permission may reasonably be required, in the opinion of the PUBLISHER, for the publication or quotation of all matter contained in the Work which is protected by existing copyright or may otherwise be subject to a subsisting right of property, privacy, or publicity in such third person.

5. Publication Upon receipt of the final revised Work, the PUBLISHER shall have days to review and

evaluate the Work and determine whether the Work will be accepted by the PUBLISHER for publication. Payment of any sum or sums to the AUTHOR pursuant to paragraph 9 hereof shall not constitute receipt of the final revised Work. If, during this period of time, the PUBLISHER, in its sole discretion, determines that the condition or character of the Work is not satisfactory to the PUBLISHER, or if the Work is not delivered on time, the PUBLISHER may reject the Work and terminate this Agreement and return the Work to the AUTHOR. If the PUBLISHER shall reject the Work, all rights in and to the Work shall automatically revert to the AUTHOR, and the AUTHOR shall repay to the PUBLISHER any advances on royalties paid to the AUTHOR in respect of the Work. If the PUBLISHER elects to proceed with publication, the PUBLISHER shall use its best efforts to have the Work ready for distribution within one (1) year from the date the PUBLISHER formally accepts the Work for publication, subject to the provisions of this Agreement. If the PUBLISHER proceeds with publication, PUBLISHER shall publish and promote the Work at the PUBLISHER's own expense and in such style and manner as the PUBLISHER shall deem best suited to its sale (including, without limitation, by authorizing an agent or licensee of PUBLISHER to sell, distribute or manufacture the Work), and at such price as the PUBLISHER shall choose. PUBLISHER shall be under no duty to sell any specific numbers of the Work, or to publish more than one edition of the Work.

6. Copyright The PUBLISHER is hereby expressly authorized to take out a copyright in the Work in the name of the PUBLISHER and to take all steps required to register said copyright in the United States and in such other countries as may be desirable in the PUBLISHER's sole discretion. The AUTHOR will, upon the PUBLISHER's request, do all acts necessary to effect and protect the copyright and renewals and extensions thereof and does hereby irrevocably, as long as this Agreement shall remain in force, constitute and appoint the PUBLISHER as the AUTHOR's agent to apply for and obtain renewal or extension of said copyright in the name of the AUTHOR in any and all countries.

7. Acknowledgement The PUBLISHER agrees that every publication of the Work will acknowledge the AUTHOR's contribution, provided however, that the PUBLISHER shall have no obligation to promote the AUTHOR, any of the AUTHOR's other works not covered by this Agreement, or any business or affiliation of the AUTHOR in the advertising or promotion of the Work. AUTHOR's name will appear on the cover and spine of every book in type at least 1/2 (one half) the size of the title of the book. AUTHOR's name will appear in every advertisement of the book in type at least 1/2 (one half) the size of the title of the book.

8. Author's Representations and Warranties The AUTHOR represents and warrants to the PUBLISHER (except with respect to material supplied by the PUBLISHER): (a) that the Work is original; (b) that the AUTHOR is the sole AUTHOR and proprietor thereof and has full power to enter into this Agreement (see Addendum, part B); (c) that if published the Work will not infringe upon any copyright or any other right whatsoever; and (d) that the Work is innocent and contains no matter whatsoever that is obscene, libelous, or otherwise in contravention of law. The AUTHOR shall indemnify and hold the PUBLISHER harmless against any suit, claim, or proceeding, including court costs and attorney fees, which may be sustained by or recovered against the PUBLISHER by reason of the breach of any of the AUTHOR's warranties and representations in this Agreement. The PUBLISHER shall promptly notify the AUTHOR of any claim or proceeding against the PUBLISHER which may involve a breach of the AUTHOR's representations and warranties hereunder, and AUTHOR shall, at AUTHOR's expense, promptly defend and continue the defense of any such suit, claim, or proceeding, provided that PUBLISHER shall give the AUTHOR such reasonable time as the exigencies of the situation may permit in which to undertake and continue the defense thereof. Until such suit, claim, or proceeding is settled or withdrawn, the PUBLISHER may withhold any sums due the AUTHOR hereunder. If the AUTHOR shall fail to undertake and continue said defense to the PUBLISHER's satisfaction, then the PUBLISHER may defend such matter as it sees fit, and all expenses thereof, together with the amount of any judgment arising from the breach of any of the AUTHOR's representations or warranties hereunder, shall be paid by the AUTHOR. Nothing herein shall prevent the PUBLISHER from defending any such suit, claim, or proceeding at its own expense through its own counsel, notwithstanding that the defense thereof may have been undertaken by the AUTHOR.

9. Royalties PUBLISHER shall pay to, or upon the order of, the AUTHOR royalties from the proceeds received from the sale or license of the Work (other than sales made pursuant to paragraph 10 hereof), as follows:

(a) An advance against future royalties of Fifteen Hundred Dollars (\$1,500.00) upon receipt of the signed Agreement.

(b) A royalty of fifteen percent (15%) of the net proceeds actually received by the PUBLISHER in respect of (i) all sales by PUBLISHER (or PUBLISHER'S licensee or agent engaged for the purpose of sale, distribution or manufacture of the Work), less returns, of the regular edition of the Work in the United States and (ii) the exercise of other rights granted to the PUBLISHER pursuant to this Agreement, except as hereinafter provided.

(c) A royalty of fifty percent (50%) of the net proceeds actually received by the PUBLISHER from the sale or license to any third person of any subsidiary rights in the Work. Subsidiary rights as used herein shall mean any rights in the Work granted to any third person (except as provided in paragraph 5 and subparagraph 9(b) hereof), including serialization, book club, and foreign language rights.

(d) A royalty of fifteen percent (15%) of the net proceeds actually received by the PUBLISHER, less returns, in respect of all sales by the PUBLISHER of the Work in any other form including a revised edition ("a derivative work"), subject to the AUTHOR's rights under paragraph 11 of this Agreement, if the PUBLISHER incurs any additional expense or royalty obligation from the royalties payable to the AUTHOR in respect of such derivative work, the PUBLISHER may deduct the amount of such additional expense or royalty obligation from the royalties payable to the AUTHOR in respect of such derivative work, provided however, that such deductions shall not exceed one half (1/2) of the royalties otherwise payable to the AUTHOR in respect of such derivative work.

(e) If any unforeseen problem should arise in editing or otherwise placing the Work in satisfactory form for publication and the AUTHOR is unwilling or unable to assist the PUBLISHER in resolving said problem, and if, as a result, the PUBLISHER incurs any extraordinary expense such expense may be charged against AUTHOR's royalties.

(f) The PUBLISHER, within two (2) months after December 31 and June 30 of each year, will render to the AUTHOR reports of the sale of the Work covering the six (6) month period ending on such December 31 and June 30, respectively, and at the time of rendering each statement will make payment of any balance shown to be due to the AUTHOR under this paragraph 9. If balance due is not paid within the two month period described above, PUBLISHER will pay AUTHOR five percent (5%) monthly interest on balance until it is paid in full. Any amount due the PUBLISHER from the AUTHOR, including but not limited to advances on or overpayment of royalties, chargeable expenses or other indebtedness, may be offset against payments due the AUTHOR under this Agreement. In its sales accounting statement, the PUBLISHER may set up a reserve which, in its opinion, will allow for returns during the two (2) accounting periods following the period in which publication occurs. This reserve shall not exceed fifteen percent (15%) of the earnings accrued to the AUTHOR in the respective royalty periods.

(g) The PUBLISHER agrees to keep books and records in sufficient detail to permit calculation of royalties due hereunder. The AUTHOR shall have the right to examine such records, either in person or through a duly authorized agent, for the purpose of verifying the computation of royalties paid under this Agreement. All such examinations shall take place during regular business hours, upon reasonable advance notice, and no more than once per semi-annual accounting period.

(h) The amounts, if any, payable to AUTHOR pursuant to paragraph 9 hereof shall be paid as follows: One hundred percent (100%) to Henry S. Harrison. AUTHOR acknowledges that the receipt of such sums by AUTHOR in the manner described herein shall be a good and valid discharge of all sums payable to AUTHOR hereunder.

(i) Rights to the Work as a whole cannot be given away by the PUBLISHER without the permission of and negotiable compensation to the AUTHOR.

(j) The Work cannot be included as course or seminar material unless the sale price of the book is separately designated.

(k) The PUBLISHER may give away no more than five percent (5%) of the total books in print for any reason. The PUBLISHER will pay the AUTHOR a royalty of five percent (5%) of the list price on any additional books given away for any reason.

10. AUTHOR's Copies The PUBLISHER shall furnish to the AUTHOR, free of charge, six (6) copies of the regular edition of the Work as originally published. Any additional copies of any version of the Work shall be supplied to the AUTHOR at PUBLISHER's cost plus 10%, not to exceed 50% of the cover price. Copies thus purchased may be sold by the AUTHOR. No royalties shall be paid to AUTHOR for sales of copies of the Work supplied to AUTHOR pursuant to this paragraph 10.

11. Revised Editions If the PUBLISHER exercises its rights hereunder by publishing the Work in a revised edition, PUBLISHER shall notify AUTHOR by registered mail to the address last given by AUTHOR. If requested to do so by PUBLISHER, AUTHOR may within thirty (30) days of the mailing of such notice, and, if otherwise willing and able, agree to prepare the revised edition in return for royalties as provided in paragraph 9 of this Agreement, or on such other terms as may be mutually acceptable. If the AUTHOR is unable or unwilling to prepare the revised edition in accordance with the PUBLISHER's needs, and on reasonable terms and conditions, the PUBLISHER may secure, in its discretion, the assistance of another AUTHOR (other than the AUTHOR) in the preparation of such revised edition.

12. Enforcement of PUBLISHER's Rights In any action brought by the PUBLISHER to enjoin infringement of the copyright in the Work and for any damages resulting therefrom, the expenses of such action shall be borne by the PUBLISHER but the net recovery, if any, after deductions of all the PUBLISHER's expenses, shall be shared equally by the PUBLISHER and the AUTHOR.

13. Remainder Sales If the PUBLISHER has a stock of the Work on hand which, in its judgment, could not be sold on usual terms in a reasonable time, it may sell such copies at the best price it can secure; provided, however, that the AUTHOR shall have a right of first refusal to obtain such stock at PUBLISHER's cost. If such stock is sold at or below the PUBLISHER's cost, or is sold by AUTHOR, no royalty shall be paid to the AUTHOR on such sales. No royalty shall be paid on copies destroyed or on copies given away to promote sales of the Work.

14. Discontinuance of Manufacture If the PUBLISHER shall discontinue manufacture of the Work, it shall notify the AUTHOR by registered mail at the address last given by the AUTHOR. Within thirty (30) days after the mailing of such notice, the AUTHOR shall have the right to purchase from the PUBLISHER at cost any existing copies of the Work. If the purchase is not made within said thirty (30) days, the PUBLISHER may destroy any such copies without prejudice to the PUBLISHER's other rights hereunder. The PUBLISHER shall have the right to require the deletion of any reference to the PUBLISHER, its affiliates and members from any and all such copies made available to the AUTHOR under this paragraph 14. The discontinuation of manufacture of the Work in any medium shall not prejudice the PUBLISHER's continued and future rights in that or any other medium, except as expressly agreed in writing at the time of discontinuation.

15. Applicable Law Regardless of its place of execution, this Agreement, and its interpretation, validity and effect, shall be governed by the laws and statutes of the State of Illinois.

16. Assignment This Agreement shall inure to the benefit of, and shall be binding upon, the heirs, executors, or administrators and assigns of the AUTHOR and any successor in business of the PUBLISHER, but either party reserves the right to separately sell or assign its rights under this Agreement, providing such sale or assignment shall not breach or infringe upon the rights given or warranties made to the other party hereunder. Neither party may assign any of its obligations hereunder without the written consent of the other party, except that (i) PUBLISHER may assign or transfer its rights and obligations hereunder to any affiliated corporation or successor to substantially all of its business, and (ii) PUBLISHER may, pursuant to paragraph 5 hereof, authorize an agent or licensee of PUBLISHER to sell, distribute or manufacture the Work.

17. No Waiver The waiver by any party hereto of any breach of any provisions of this Agreement by any other party shall not be construed to be a waiver of the provision.

18. Entire Agreement This Agreement contains the whole understanding of the parties, supersedes all previous oral or written representations or agreements, and may not be changed, modified, or discharged orally. Any modification, change or discharge of this Agreement must be in writing and signed by a duly authorized officer of the PUBLISHER. The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

AUTHOR:


Signature

HENRY S. HARRISON

PUBLISHER:

BY:


Signature

NINA COTTRELL

Executive Vice-President

RESIDENTIAL SALES COUNCIL of the

REALTORS NATIONAL MARKETING INSTITUTE

ADDENDUM to the contract dated May 1, 1991 between Henry S. Harrison (AUTHOR) and the REALTORS NATIONAL MARKETING INSTITUTE of the NATIONAL ASSOCIATION OF REALTORS (PUBLISHER).

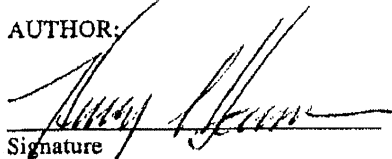
A. The AUTHOR will deliver to the PUBLISHER a manuscript of the Work in clearly marked, cut-and paste form using the original edition. Any entirely new additions or revisions will be delivered to the PUBLISHER in the form described in section 1 of the contract.

B. Be it known that the AUTHOR received paid help in preparing the original text and illustrations from Peter A. Farbach, Joseph Jaqua, Ronald Noe, Jean Schildyen, and Margery B. Leonard. The AUTHOR agrees to be responsible for any additional payments they may rightfully claim.

C. If the AUTHOR uses the services of independent contractors in the process of preparing the Work, all such services shall be rendered pursuant to agreement between AUTHOR and such contractors. It is understood that AUTHOR is solely responsible for the performance of this contract.

D. AUTHOR is an independent contractor and is not an agent or employee of PUBLISHER. AUTHOR agrees to comply with any and all Federal, State and local laws and regulations in performing hereunder.

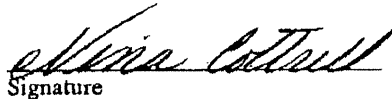
AUTHOR:



Signature

HENRY S. HARRISON

PUBLISHER:



Signature

NINA J. COTTRELL
Executive Vice-President
RESIDENTIAL SALES COUNCIL of the
REALTORS NATIONAL MARKETING INSTITUTE